

CITY OF LAS VEGAS

P.O. BOX 160 • LAS VEGAS, NEW MEXICO 87701-0160 • 505-454-1401 • FAX: 425-7335

RECREATION DEPARTMENT

**CITY OF LAS VEGAS
RECREATION DEPARTMENT
ABE MONTOYA RECREATION CENTER - SKATE PARK
WAIVER, RELEASE, INDEMNIFICATION & PARTICIPATION AGREEMENT**

Printed Name of Participant: _____

Date of Birth: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone: (_____) Work: _____

**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING.**

In consideration of the City of Las Vegas & Recreation Department's consent to my admission to the Abe Montoya Recreation Center Skate Park located at 1751 North Grand Avenue, Las Vegas, New Mexico 87701; My use of the services, facilities, equipment, and participation in skateboarding & in-line skating, I do hereby acknowledge, understand, and agree as follows:

1. Participation in all sporting activities involves inherent risks and it is impossible to ensure complete safety of the participants.
2. I understand and acknowledge that the Activities are dangerous activities, which involve known and unknown risks, which often result in physical and emotional injuries, including but not limited to, bruises, broken bones, sprains, cuts, abrasions, lacerations, concussions, scrapes, head, neck, back injuries, catastrophic injuries such as permanent paralysis and death.
3. I understand that I may suffer such injuries and even death, while merely observing or being present on the Skate Park Premises, as other participants in the activities may collide, land, or fall upon me.

4. I understand and am aware of the condition of the premises, and recognize that the conditions may become more dangerous during the time while I am upon or using the premises.
5. I fully understand all of the risks of loss, damages, injury, and death to my person and property, and I hereby knowingly and voluntarily agree to assume all such risks, both known and unknown associated with the activities, my participation in the activities, the use of the skate park, and my presence on the premises.
6. I understand and agree that there are various degrees of skill and expertise required for the different activities, and I agree to follow and abide by all written and verbal rules for the use of the premises, including but not limited to, wearing all protective gear and equipment that is required for participants, and to follow the instruction, directions, and commands of the department.
7. I agree to unconditionally release, waive, and discharge the City of Las Vegas Municipality, its Council members, employees, agents, servants, and independent contractors (collectively referred to as "Releases"), from and against all claims, demands, and causes of actions, of whatsoever kind, that I, my personal representatives, assigns, heirs, and next of kin, may have for any damages, losses or injuries to my person or property, whether caused by the negligence or otherwise of the releases. I specifically understand that this release and waiver includes claims based upon the negligence or inaction of the releases.
8. In addition, I hereby agree to indemnify, defend and hold harmless, the City of Las Vegas, its Council members, employees, agents, servants, and independent contractors, from any and all liabilities, claims, actions, damages, costs, or expenses of any kind whatsoever, including trial and appellate attorney's fees, arising directly or indirectly, out of, or as a result of, my presence on the premises and/or participation in the activity.
9. I expressly agree that the Release, Waiver, and Indemnification, provided and agreed to by me herein, is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico, and that if any portions hereof, are held to be invalid, I agree that the balance shall remain in full force and effect.
10. I acknowledge and understand that the City of Las Vegas does not provide accident or medical insurance in connection with the Activities, and I agree to accept full responsibility for all medical costs and expenses which may arise, and release the City of Las Vegas from all claims which I may have for the payment of medical expenses or the reimbursement of medical expenses for myself and (if applicable) my minor children, if they are also participating in the Activities. I certify and agree that I have adequate insurance to cover any injuries, damages, or death which I may cause or suffer, while on the Premises, or in the alternative, that I shall bear the costs of any such injury, damage, or death.
11. I authorize the Staff of the Premises to act for me in the event of an emergency requiring medical attention, and consent to medical treatment on the Premises, at the nearest hospital, medical center or by the emergency medical response unit at the scene. I further acknowledge and agree that all medical expenses incurred will be my responsibility or that of my family.

12. I certify and warrant that I am in good physical condition and have no physical or mental impairments that would affect, or be affected by, my participation in the Activities and that I am physically and mentally capable of participating in the Activities.
13. I understand and agree that the City of Las Vegas has the right to expel me from the Premises, if the City of Las Vegas in its sole discretion determines that my behavior is unruly, violent, or otherwise disruptive. I understand that no refunds of admission or other fees paid by me will be given in the event of my expulsion from the Premises.
14. I agree that this Agreement shall be binding on my personal representatives, successors, heirs, assigns and other legal representatives.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE ITS CONTENTS, AGREE TO BE BOUND BY ITS TERMS, AND UNDERSTAND THAT ANY AND ALL RISKS, WHETHER KNOWN OR UNKNOWN, ARE EXPRESSLY WAIVED IN ADVANCE. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT.

Participant's Signature

Date



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RECREATION DEPARTMENT

FOR PARTICIPANTS UNDER THE AGE OF 18

I certify that I am the parent/legal guardian with the legal responsibility for this Participant, and consent and agree to his/her release as provided herein, of myself, my heirs, assigns, and next of kin and any other parent or legal guardian who has placed custody of the above-named Participant in my care. I further release and agree to indemnify and hold harmless, the Releases from any and all liabilities incident to the minor Participant's use and occupation of the premises, and/or participation in the activities, to the fullest extent permitted by law.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD
AND AGREE TO THE WAIVER AND OTHER PROVISIONS SET FORTH ABOVE.**

Parent/Legal Guardian's Signature

Date

Printed Name of Parent or Legal Guardian: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: Home () _____ Work: () _____

Driver License (or other identification): _____

Date: _____

NOTARIZATION REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18 BRINGING FORM TO PARK WITHOUT PARENT

Your signature must be notarized in front of a notary:

Participant's Signature

The foregoing instrument was acknowledged before me this _____ day of _____, 200_.

Signature of Notary Public

Printed Name

Date

**CITY OF LAS VEGAS
ORDINANCE No. 02-07**

AN ORDINANCE AMENDING SECTION 02-07, ENTITLED "USE OF ALL TERRAIN VEHICLES (A.T.V), SCOOTERS, ROLLER SKATES, SKATEBOARDS, AND SIMILAR DEVICES RESTRICTED", OF THE TRAFFIC REGULATIONS OF THE CITY OF LAS VEGAS, NEW MEXICO.

BE IT ORDAINED BY THE CITY OF LAS VEGAS, THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, that

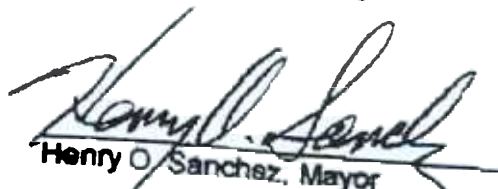
Section 16-3-6 shall be amended and titled "Required use of helmets," of the type certified by consumer Product Safety Commission (CPSC).


- A. Persons seventeen, (17) years of age and younger shall be required to wear a certified (CPSC) helmet while they are using, riding, or operating a wheeled item.
- B. A "wheeled item" is defined as, but not limited to: ATV's (all terrain vehicles), bicycles, skateboards, scooters, roller-blades, skates, go carts, and cycles.
- C. A Citation will be issued as penalty for the first offense and will require proof of ownership of CPSC helmet and attendance at a safety presentation for the youth and legal guardian; if proof of helmet and/or class attendance noncompliance, a twenty-five, (\$25) dollar fine. A second offense will require proof of ownership of CPSC helmet and community service; if proof of helmet or community service noncompliance, a fifty, (\$50) dollar fine. A third or subsequent offense will result in a seventy-five, (\$75) dollar fine. The fines collected should be used to fund child safety promotion activities.

ATTEST:


CherylAnn Yara, City Clerk

CITY OF LAS VEGAS


Henry O. Sanchez, Mayor
Reviewed and Approved as to Form


Dave Romero, Jr., City Attorney

Adopted 5-15-2002